

Exhibit AA

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UM CORPORATION and Counterdefendants
GOLDEN MEDIA GROUP, INC. and TIGA
ENTERTAINMENT COMPANY, LTD.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

UM CORPORATION, a Japanese
corporation,

Plaintiff,

vs.

TSUBURAYA PRODUCTIONS CO.
LTD., a Japanese corporation,

Defendant.

AND RELATED CROSS-CLAIMS

Case No. 2:15-cv-03764-AB (AJWx)

**PLAINTIFF AND
COUNTERDEFENDANT UM
CORPORATION'S RESPONSE TO
DEFENDANT AND
COUNTERCLAIMANT
TSUBURAYA PRODUCTIONS
CO., LTD.'S FOURTH SET OF
INTERROGATORIES TO
PLAINTIFF AND
COUNTERDEFENDANT UM
CORPORATION**

Perc. Disc. Cutoff: February 24, 2017
Pretrial Conf.: August 28, 2017
Trial: September 26, 2017

1 Pursuant to Fed. R. Civ. P. 33, plaintiff and counterdefendant UM Corporation
2 (“Responding Party”) responds as follows to Defendant and Counterclaimant
3 Tsuburaya’s Fourth Set of Interrogatories to Plaintiff and Counterdefendant UM
4 Corporation (the “Interrogatories”), served upon Responding Party by defendant and
5 counterclaimant Tsuburaya Productions Co., Ltd. (“Defendant”) on January 25,
6 2017.

7 **OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS**

8 The following General Objections and statements apply to each of the
9 definitions, instructions, and Interrogatories propounded by Defendant and are
10 hereby incorporated within each response set forth below. No specific objections are
11 intended to constitute, and should not be construed as constituting, a waiver of any
12 General Objection.

13 1. Responding Party objects to Defendant’s definitions of “YOU,”
14 “YOUR,” and “UMC” as including “any PERSON acting directly or indirectly by,
15 through, under or on UMC’s behalf, including but not limited to, UMC’s current or
16 former members, directors, officers, agents, attorneys, employees, partners, joint
17 venturers, contractors, accountants, or representatives, and any current or former
18 corporation, partnership, association, trust, parent, subsidiary, division, affiliate,
19 predecessor-in-interest and successor-in-interest of UMC and any other PERSON
20 acting on UMC’s behalf.” As defined, this definition renders the Interrogatories
21 overly broad, unduly burdensome, vague and ambiguous, improper, and oppressive.
22 Furthermore, to the extent the Interrogatories purport to include all “attorneys,”
23 Responding Party objects to these definitions as overbroad, improper, and unduly
24 burdensome, as any communications between Responding Party and its attorneys
25 would be privileged. For purposes of these Interrogatories, Responding Party will
26 interpret “YOU,” “YOUR,” and “UMC” to refer to plaintiff and counterdefendant
27 UM Corporation only.
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1 2. Responding Party objects to Defendant's definitions of the phrases
2 "REFER OR RELATE TO," "RELATING," "RELATING TO" or "REFERS TO" to
3 the extent that they seek evidence not reasonably likely to lead to the discovery of
4 admissible evidence, and to the extent the terms are vague, ambiguous, overly broad
5 and unduly burdensome.

6 3. Responding Party objects to the definitions of the terms "IDENTIFY,"
7 "IDENTIFYING," "IDENTIFIED" and "IDENTITY" as overbroad, unduly
8 burdensome, vexatious and not reasonably likely to lead to the discovery of
9 admissible evidence. Responding Party's responses herein are based on facts
10 presently known, and represent a diligent and good faith effort to comply with the
11 Interrogatories; Responding Party will provide only information known to it or
12 information that it may readily and reasonably discover.

13 4. Responding Party objects to Defendant's use of the terms "any," "all,"
14 and "any and all" and to each Interrogatory that uses those terms or variations
15 thereof, as being overly broad, unduly burdensome, vague and ambiguous, and
16 oppressive, including, without limitation, to the extent they seek all information,
17 even information which may not be relevant, may be privileged, or may be outside of
18 the scope of discoverable information.

19 5. Responding Party objects to Defendant's instruction that Responding
20 Party furnish all information in the possession, custody or control of "YOUR
21 attorneys, directors, officers, agents, employees, representatives, associates,
22 investigators, or divisions affiliates, partnerships, parents or subsidiaries, and persons
23 under YOUR control" as overbroad, unduly burdensome, and outside the scope of
24 Responding Party's obligations under the Federal Rules of Civil Procedure.
25 Responding Party further objects to the extent Defendant instructs it to include
26 information possessed by its attorneys, which implicates the attorney-client privilege
27 (with whom communications would be privileged) and the attorney work product
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1 doctrine. In responding to any Interrogatories that include this definition,
2 Responding Party will furnish all information known to it alone, of which it has
3 personal knowledge, or which it may reasonably discover.

4 6. Responding Party objects to each Interrogatory to the extent it seeks
5 information that is publicly available, or is otherwise readily available to Defendant
6 from other sources, and the burden and expense of obtaining such information is not
7 greater for Defendant than it is for Responding Party.

8 7. Responding Party objects to each Interrogatory to the extent it seeks
9 information that is proprietary to Responding Party and/or other third parties and/or
10 to the extent that it implicates trade secret information of Responding Party.
11 Responding Party will provide such information only subject to the stipulated
12 protective order entered in this lawsuit.

13 8. Responding Party objects to each Interrogatory to the extent it seeks
14 information that constitutes confidential third-party information disclosed to
15 Responding Party on the condition that, or subject to an obligation that, Responding
16 Party keep that information confidential.

17 9. Responding Party objects to each Interrogatory to the extent it seeks
18 information that is prepared in anticipation of litigation, or is protected from
19 disclosure, in whole or in part, by the attorney-client privilege, the work product
20 doctrine, or any other applicable privileges, including, without limitation, the
21 common interest and joint defense privileges. Responding Party hereby claims such
22 privileges, protections, and immunities to the extent implicated by each
23 Interrogatory. The inadvertent disclosure of any privileged or protected information
24 will not constitute a waiver of any privilege or protection or of any other grounds for
25 objecting to discovery with respect to such response.

1 10. Responding Party objects to each Interrogatory to the extent it seeks the
2 disclosure of information that is neither relevant nor reasonably calculated to lead to
3 the discovery of admissible evidence.

4 11. Responding Party objects to each Interrogatory, and any instruction or
5 definition, to the extent that it is inconsistent with or seeks to impose obligations on
6 Responding Party beyond those imposed by the Federal Rules of Civil Procedure, the
7 Federal Rules of Evidence, and/or any other applicable law or rules.

8 12. In addition to the foregoing General Objections, Responding Party may
9 also state Specific Responses and Objections to the Interrogatories where
10 appropriate, including responses and objections that are not generally applicable to
11 each Interrogatory. By setting forth such Specific Responses and Objections,
12 Responding Party does not intend to limit or restrict the General Objections set forth
13 above.

14 13. Responding Party's responses herein are based on facts presently
15 known, and represent a diligent and good faith effort to comply with the
16 Interrogatories. Responding Party's investigation into the matters specified is
17 continuing. Accordingly, Responding Party reserves the right, where appropriate, to
18 supplement, alter and/or change the responses contained herein pursuant to Federal
19 Rule of Civil Procedure 26(e). Furthermore, Responding Party reserves the right, at
20 trial or during other proceedings in this action, to rely on information, evidence, or
21 other matters in addition to the information disclosed in response to these
22 Interrogatories, whether or not such information, evidence, or other matters are
23 newly discovered or are now in existence, but have not been located despite diligent
24 and good faith effort.

25 14. Responding Party's responses herein do not in any way constitute an
26 adoption of Defendant's purported Definitions or words or phrases to the extent that
27 they purport to define words or phrases to have a meaning different from their
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1 commonly understood meanings or to include more than their commonly understood
2 definitions, particularly with respect to the terms identified in these objections.

3 15. Responding Party objects to the Interrogatories as overly broad and
4 irrelevant to the extent they are not limited to actions or events occurring in the
5 United States. Unless stated otherwise, Responding Party's responses pertain solely
6 to the United States.

7 16. Responding Party reserves the right to amend these responses and
8 objections, to correct inadvertent errors, or otherwise to supplement its responses and
9 objections.

10 **RESPONSES TO INTERROGATORIES**

11 Subject to the foregoing General Objections, which are hereby incorporated by
12 reference within each of the following specific responses as if expressly stated
13 therein, Responding Party responds further as follows:

14 **INTERROGATORY NO. 24:**

15 Describe all efforts YOU have taken to market, develop, or exploit Ultraman
16 as a brand.

17 **RESPONSE TO INTERROGATORY NO. 24:**

18 Responding Party incorporates by reference each of the General Objections,
19 set forth above, as though set forth here in full. Responding Party further objects to
20 the Interrogatory on the following grounds: 1) the term "YOU," as defined, renders
21 the Interrogatory compound, overly broad, unduly burdensome, vague and
22 ambiguous, improper, and oppressive, and seeks information that is not relevant to
23 any party's claim or defense, insofar as such definition includes the persons
24 identified in the definitions (including "UMC's . . . former members, directors,
25 officers, agents, attorneys, employees, partners, joint venturers, contractors,
26 accountants, or representatives, and any . . . former corporation, partnership,
27 association, trust, parent, subsidiary, division, affiliate, predecessor-in-interest and
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1 at the “TKO Plaza x Ultraman X’mas Planet” event, a Cosplay Meet and Greet, held
2 at TKO Plaza, 1 Tong Tak Street, Tseung Kwan O, Hong Kong. TIGA also entered
3 into a May 6, 2016 License Agreement with Brands United Limited that conveyed
4 non-exclusive rights in Hong Kong, Taiwan, Macau, Philippines, Vietnam, and
5 Cambodia during the period July 1, 2016 through June 30, 2017 to use certain
6 Ultraman characters and logos to market condoms.

7 Responding Party’s investigation is continuing. Responding Party reserves the
8 right to rely upon any subsequently obtained information, and it will supplement this
9 response if required by Federal Rule of Civil Procedure 26(e).

10 **INTERROGATORY NO. 25:**

11 If YOUR response to any Request for Admission served herewith is anything
12 other than an unqualified admission, then state all facts that support YOUR response
13 to that Request for Admission.

14 **RESPONSE TO INTERROGATORY NO. 25:**

15 Responding Party incorporates by reference each of the General Objections,
16 set forth above, as though set forth here in full. Responding Party incorporates by
17 reference each of the General and Specific Objections, set forth in its response to the
18 Requests for Admissions, as though set forth here in full.

19 Responding Party further objects on the ground that Defendant has now
20 exceeded the 25-interrogatory limit of Fed. R. Civ. P. 33(a) as to Responding Party.
21 Interrogatories Nos. 15 and 18 of Defendant’s Third Set of Interrogatories to
22 Responding Party included two distinct subparts and therefore each constitute two
23 separate interrogatories for purposes of the 25-interrogatory limit of Fed. R. Civ. P.
24 33(a). Accordingly, Defendant’s First, Second, and Third Sets of Interrogatories to
25 Responding Party included 25 interrogatories; with this interrogatory, Defendant has
26 propounded 27 interrogatories on Responding Party. While Responding Party will in
27 the spirit of cooperation not decline to provide a substantive response to this
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1 interrogatory based upon this objection, Responding Party reserves the right to assert
2 this objection in the event that Defendant serves additional interrogatories on
3 Responding Party or challenges the sufficiency of these responses.

4 Subject to and without waiving any of the foregoing General or Specific
5 Objections, and based on its understanding of the Interrogatories, Responding Party
6 states as follows:

7 Responding Party's responses to the following Requests for Admission were
8 not unqualified admissions:

9 **Requests for Admissions Nos. 14-84 (requests for admissions that**
10 **Responding Party is contending that it has rights (1) to distribute within the**
11 **United States certain specified Ultraman works, (2) to make and distribute**
12 **within the United States adaptations of certain specified Ultraman works, and**
13 **(3) to exploit within the United States certain specified Ultraman characters).**

14 Responding Party denied certain of these requests for admissions, in part or in full,
15 based upon the fact that Responding Party does not contend that it has rights (1) to
16 distribute within the United States the specified Ultraman works, (2) to make and
17 distribute within the United States adaptations of the specified Ultraman works, or
18 (3) to exploit within the United States the specified Ultraman characters. Instead,
19 Responding Party contends that Defendant's distribution outside of Japan of any of
20 the Ultraman Works identified in the 1976 Agreement or that otherwise constitutes
21 an adaptation of any such Work or of any new Ultraman Work that includes
22 characters from any of the Ultraman Works identified in the 1976 Agreement or that
23 otherwise constitutes an adaptation of any such Work would constitute a breach of
24 the exclusive rights held by Responding Party pursuant to the 1976 Agreement.

25 **Requests for Admissions Nos. 85-97 (requests for admissions with regard**
26 **to the Non-Contravention Agreement dated January 29, 1998).** Responding
27 **Party's admissions of these requests for admissions were not unqualified because the**
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1 Responding Party's investigation is continuing. Responding Party reserves the
2 right to rely upon any subsequently obtained information, and it will supplement this
3 response if required by Federal Rule of Civil Procedure 26(e).

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5 Dated: February 24, 2017

MICHAEL CHIBIB, P.C.
JEFFREY D. WEXLER
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6
7
8 By:

/s/ Jeffrey D. Wexler

9 Jeffrey D. Wexler
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11 UM CORPORATION and Counterdefendants
12 GOLDEN MEDIA GROUP, INC. and TIGA
13 ENTERTAINMENT COMPANY, LTD.
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Docket No. 2:15-cv-03764-AB (AJWx)

UM CORPORATION vs. TSUBURAYA PRODUCTIONS CO., LTD. et al.

PROOF OF SERVICE

I am employed in the City of Los Angeles, State of California, in the office of a member of the bar of this Court, at whose direction the service was made. I am over the age of eighteen years, and not a party to the within action. My business address is Pillsbury Winthrop Shaw Pittman LLP, 725 South Figueroa Street, Suite 2800, Los Angeles, CA 90017-5406. On February 24, 2017, I served the documents titled **PLAINTIFF AND COUNTERDEFENDANT UM CORPORATION'S RESPONSE TO DEFENDANT AND COUNTERCLAIMANT TSUBURAYA PRODUCTIONS CO., LTD.'S FOURTH SET OF INTERROGATORIES TO PLAINTIFF AND COUNTERDEFENDANT UM CORPORATION** on the parties in this action as follows:

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☐ **(BY MAIL)** I caused each envelope, with postage thereon fully prepaid, to be placed in the United States mail at Los Angeles, CA. I am readily familiar with the practice of Pillsbury Winthrop Shaw Pittman LLP for collection and processing of correspondence for mailing, said practice being that in the ordinary course of business, mail is deposited in the United States Postal Service the same day as it is placed for collection.

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☐ **(BY PERSONAL SERVICE)** I delivered to an authorized courier or driver authorized by _____ to receive documents to be delivered on the same date. A proof of service signed by the authorized courier will be filed forthwith.

☐ **(BY OVERNIGHT COURIER)** I am readily familiar with the practice of Pillsbury Winthrop Shaw Pittman LLP for collection and processing of correspondence for overnight delivery and know that the document(s) described herein will be deposited in a box or other facility regularly maintained by _____ for overnight delivery.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 24th day of February, 2017, at Los Angeles, California.

/s/ Jeffrey D. Wexler

Jeffrey D. Wexler

VERIFICATION

I, Thanisa Tiranasawadi, declare as follows:

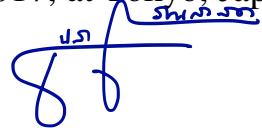
I am an authorized agent of UM Corporation, plaintiff and counter-defendant in the within action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason.

I have read the foregoing document entitled “**PLAINTIFF AND COUNTERDEFENDANT UM CORPORATION’S RESPONSE TO DEFENDANT AND COUNTERCLAIMANT TSUBURAYA PRODUCTIONS CO., LTD.’S FOURTH SET OF INTERROGATORIES TO PLAINTIFF AND COUNTERDEFENDANT UM CORPORATION**” and know its contents.

I am informed and believe and thereon allege that the matters stated in the foregoing document are true and correct to the best of my knowledge.

I declare under penalty of perjury under the laws of United States of America that the foregoing is true and correct.

Executed on this 24th day of February, 2017, at Tokyo, Japan.



Thanisa Tiranasawadi